

58216

(RFP No.: PSD 09-CPS/PB-01)

This Contract, executed on the respective dates indicated below, is effective as of

March 27, 20 09, between the

Department of Public Safety

(Name of state department, agency, board or commission)

State of Hawai'i ("STATE"), by its Director

(Title of person signing for the STATE)

whose address is:

919 Ala Moana Boulevard, Room 400

Honolulu, Hawaii 96814

and Institute for Psychological Growth, Inc.

(Name of PROVIDER)

(“PROVIDER”), a Corporation

(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer identification numbers are as follows:

Business street address:

801 Alakea Street, Suite 205

Honolulu, Hawaii 96813

Mailing address if different than business street address:

10400 MacAndrew Lane

Chesterfield, Virginia 23838

Federal employer identification number: ~~42-7033370-XX~~

Hawai'i general excise tax number: ~~XXXXXXXXXXXX~~

RECITALS

A. This Contract is for a competitive purchase of services (a "Competitive POS"), as defined in section 103F-402, Hawai'i Revised Statutes ("HRS"), and Hawai'i Administrative Rules ("HAR") chapter 3-143.

B. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

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C. Money is available to fund this Contract pursuant to:

- (1) Act 158, SLH 2008, in the amount of \$48,000.00, or
(Identify state sources) (state funding)
- (2) _____, in the amount of _____, or both.
(Identify federal sources) (federal funding)

D. The STATE is authorized to enter into this Contract pursuant to:

Hawaii Revised Statutes, Chapter 353C-2

(Legal authority for Contract)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

- ☒ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- ☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- ☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- ☐ other evidence of authority to sign:

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any Special Conditions of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the PROVIDER agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

CONTRACT NO. _____

2. Time of Performance. The PROVIDER shall provide the Required Services from _____ April 1, 2009 or the commencement date stated on the Notice to Proceed for a six month period _____, 20____, to _____, 20____, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated in a total amount for all required services not to exceed:

FORTY-EIGHT THOUSAND AND NO/100

DOLLARS (\$ 48,000.00), which amount includes all fees and costs incurred and any federal, state and local taxes, at the time and manner set forth in Attachment "3" to this Contract, which is hereby made a part of this Contract.

4. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

6. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the STATE shall be sent to:

Department of Public Safety, Administrative Services Office – Purchasing and Contracts

919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

CONTRACT NO. _____

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE _____

By _____

(Signature)

Print Name Clayton A. Frank

Print Title Director

Date _____

CORPORATE SEAL
(if available)

FUNDING AGENCY (to be signed by head of funding
agency if other than the Contracting Agency)

By _____

(Signature)

Print Name _____

Print Title _____

Date _____

PROVIDER

By _____

(Signature)

Print Name DAVID DAMERON, Ph.D.

Print Title PRESIDENT, IPG, INC

Date _____

APPROVED AS TO FORM:

Deputy Attorney General

CORPORATE RESOLUTION OF AUTHORITY

RESOLVED, that David B. Dameron, Ph.D., President and Darlene S. Dameron, Secretary-Treasurer of this Corporation, Institute for Psychological Growth, Inc., are authorized, on behalf of this Corporation and its name, to do any and all things necessary to conduct the business of the Corporation as set forth in the Article of Incorporation and Bylaws of the Corporation.

FURTHER RESOLVED, that the foregoing resolution shall remain in full force and effect until written notice of their amendment or revocation is received.

I hereby certify that the foregoing is a full, true and correct copy of the Resolution duly adopted by the Board of Directors of the Institute for Psychological Growth, Inc. "IPG, Inc." at a meeting duly and regularly called and held on March 27, 2008.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said corporation this 2nd day of August, 2008.

Darlene S. Dameron
Secretary

Corporate Seal
Affixed Here

CONTRACT NO. _____

PROVIDER'S ACKNOWLEDGMENT

STATE OF Virginia)
COUNTY OF Chesterfield) SS.

On this 2nd day of April, 20 09, before me appeared

and DAVID DAMERON, Ph.D., to me known, to be the person(s) described
in and, who, being by me duly sworn, did say that he/she/they is/are the
and PRESIDENT of IPG, Inc.,
the PROVIDER named in the forgoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the
free act and deed of the PROVIDER.

(Notary Seal)

By Kathryn W. DiSciullo
(Signature)

Print Name Kathryn W. DiSciullo

Date 4/2/09 #289910

Notary Public, State of Virginia

My commission expires: 3/31/12

CONTRACT NO. _____

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development ¹.

Pursuant to a delegation of the authority by the Director of Human Resources Development, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes (HRS).


(Signature)

5/5/09
(Date)

Clayton A. Frank

(Print Name)

Director

(Print Title)

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes (HRS).

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

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**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of: Institute for Psychological Growth, Inc.

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14(d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

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above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By 

(Signature)

Print Name DAVID DAMETRON, PhD

Print Title PRESIDENT, IFC, INC

Date 4-2-09

SCOPE OF SERVICES

Provider agrees to perform the services as described in the Request for Proposals, RFP No. PSD 09-CPS/PB-01, Family Therapy and Counseling for Bridge Program on Oahu, issued on December 19, 2008.

Provider will be required to accept correctional clients who have been assessed by the Department as being appropriate for services, unless the Provider presents to the Department justifiable reason why a particular offender should not be accepted in the program. The Department shall make the final decision as to whether an inmate will continue to receive services or be terminated from receiving services.

Provider shall accept into the program the following types of referrals.

1. Adult sentenced male and female offenders with community custody classification transitioning from incarceration to community living.
2. Adult community custody offenders who have been assessed as having substance abuse problem and in need of family therapy.
3. Bridge Program participants at the Laumaka Work Furlough Center, Oahu Community Correctional Center (OCCC) and the Olomana Bridge participants at the Women's Community Correctional Center (WCCC) will have six (6) to twelve (12) months remaining prior to their tentative parole date.

Family Therapy services for the Bridge Program participants shall be provided at the OCCC and the WCCC Bridge Program and as needed at the Provider's Treatment Office.

SERVICE ACTIVITIES

Assessments:

Clinical assessment shall be completed establish a foundation for treatment planning and the implementation of the treatment process. All clients shall receive a comprehensive evaluation and assessment. The assessments shall include:

1. Psychosocial history
2. Mental Status
3. Drug and Alcohol use history
4. Developmental Issues

SCOPE OF SERVICES

5. Emotional and psychological functioning
6. Family dynamics
7. Communication patterns
8. Family strengths and weakness
9. Individual and family resources
10. Motivation and readiness for change

The assessment provided shall allow the Provider and client to identify problem areas that by mutual agreement are of concern. The client shall be a partner in all aspects of the assessment, treatment planning and treatment implementation. A wide range of tools shall be used in the assessment process that allows for consistent, reliable and uniform information in treatment planning with the Bridge Program clients and their families. The tools that can be effective in providing objective baseline data that can be used to assess client need and evaluate client progress are as follows:

1. Parenting Stress Index (PSI) Identifies parent-child problems
2. Coping Responses Inventory (CRI) Assesses strategies for coping with problems and stressful situations).
3. Substance Abuse Subtle Screening Inventory (SASSI) identifies substance abuse problems.
4. State-Trait Anger Expression Inventory (STAXI-2) measures various components of anger and how it is expressed.
5. Hamilton Anxiety Scale — Measures levels of anxiety
6. Brief Symptom Inventory — Measures symptom change for treatment outcome measures.
7. Taylor-Johnson Temperament Analysis — A measure of personality traits that affect an individual's personal and interpersonal adjustment

Treatment Planning:

Treatment planning shall be based on issues that are identified during the initial assessment. Treatment planning would be done in conjunction with the client so that the treatment addresses issues and goals relevant to the client's needs. Treatment planning shall be written in a way that allows the Provider and client to assess progress. Treatment success shall be defined during the planning process so that both the client and the Provider are able to track the progress of change. This information also is used as part of the outcomes measures. All clients shall have a written treatment plan.

SCOPE OF SERVICES**Education:**

The proposed program shall be based on a cognitive-behavioral model and utilize concepts from the "Franklin Reality Model" from Franklin Covey. Education and treatment would utilize the concepts and principles of the model as a foundation for education and training. Education groups would be provided once a week for each of the two Bridge Programs. Areas that would be addressed in the educational process are:

1. Cognitive Restructuring — Evaluating beliefs
2. Behavioral Change
3. Beliefs and principles
4. Criminal thinking
5. Communication
6. Process of change
7. Responsibility as: The Ability to Respond
8. Anger Management
9. Stress Management
10. Parenting issues and challenges
11. Triangulation within the family
12. Dealing with the difficult child
13. Abuse issues
14. Relapse prevention
15. Early recovery
16. Respect: Self and Others
17. Jealousy
18. Family Reintegration
19. Family Roles
20. Family Myths and Beliefs
21. Family Rules
22. Step-Families
23. Families in Recovery
24. Common Family Traps
25. Problems Solving
26. Utilizing Community Support

Individual Therapy:

Bridge Program inmates would sign up for individual therapy using a scheduling sheet that shall be

SCOPE OF SERVICES

faxed to the Provider each week by the Bridge Program Staff. Appointments will initially be set by the Bridge Program Staff and subsequently scheduled directly between the client and the Provider. Bridge Program clients unable to make their appointments will be required to reschedule for another date and time.

Individual therapy time would be used to address critical issues related to the client's returning home, family issues, and personal issues relevant to the client's overall adjustment. Individual therapy is based on the client evaluation and assessment and follows the plan developed between the client and the Provider. Project Bridge Staff shall receive written and verbal progress reports once a week. Individual therapy shall utilize a cognitive-behavioral approach while being mindful of the client's family system. Each client would be seen for individual therapy a minimum of once a month with an average of twice a month.

Family Therapy:

Individual Family therapy shall be based on the treatment plan set up between the client and their families with the help of the Provider. The plan shall define and address areas of mutual concern. For the purposes of family therapy, treatment goals shall be selected based on two criteria, 1) Goals meaningful to the client and their family; and 2.) Goals the Provider deem critical to the family's success in being able to reintegrate. By focusing on critical areas of need and defining the scope of work, the process of family therapy can be both time limited while being effective in achieving meaningful change. The Individual and Family Therapy Program shall provide an appropriate number of family therapy sessions necessary to adequately address the family's core issues prior to the Bridge Program client being furloughed home. It is estimated that each client should receive between 2 and 5 individual family therapy sessions.

Multifamily Group:

Multifamily therapy shall be provided once a month. The rationale for multifamily therapy is that families in crisis tend to share common concerns and issues. Multifamily Therapy provides a powerful cost-effective mechanism for helping families connect with other families experiencing similar issues and concerns. Facilitating the family interaction, identifying problem areas and helping families find a voice for expressing ways to deal with their problems becomes an empowering experience for the family. Multifamily therapy shall address common areas related to communication, parenting, role definition, conflict resolution, fear related to family change, reintegration issues stemming from the inmate coming home, etc.

Bridge Staff will function as case planners Bridge Program clients and monitor their individual

SCOPE OF SERVICES

development and compliance with their furlough contract. The Provider shall report the client's compliance with their treatment plans to the Bridge Staff in order to coordinate other types of treatment services.

Bridge Staff will develop and finalize each Bridge Program's client parole plan 60 days prior to the client's tentative parole date. Bridge Staff will work with the Provider to ensure that the client's parole plan is supportive of their sobriety. The parole plans may include referral to other treatment services in the community.

Case Management

Provider shall participate in regular meetings with the Bridge Staff and other members of the facility treatment team in order to ensure appropriate treatment is being provided and services are being coordinated properly. Provider may be asked to attend the Hawaii Paroling Authority meetings to provide information regarding the offender's treatment plans and program development. Provider shall also assist Bridge Staff with the compiling of data and reports for the Attorney General's Office.

Referral and Discharge Planning

Provider shall assist the offender with their discharge planning, community support systems, family counseling resources and other appropriate treatment services.

Provider shall also ensure that Aftercare support is available for the offenders that have completed treatment and are living independently in the community.

MANAGEMENT REQUIREMENTS**Geographic Coverage of Service**

Assessment Services, Treatment Plans, Education, Individual Therapy, Multifamily Therapy and Family Therapy shall be provided by the Provider on the island of Oahu, at the Correctional Facility and the Provider's treatment office.

Family and individual therapy shall be provided primarily at the offices of the Provider, located at 801 Alakea Street, Suite 205, Honolulu, Hawaii 96813. Multifamily groups will be held at the Richard Street, YWCA, with the clients and their families.

SCOPE OF SERVICES**Personnel**

The Provider shall employ staff that is suitable to deal with these offenders. For this contract, Provider and/or Sub-Provider shall not hire persons currently serving a criminal sentence (i.e., on furlough from a correctional facility, on probation, on parole, or under the terms of a DAG/DANC plea). Any employee with a criminal history shall be subject to review and approval by the Department. Prior to providing treatment services, the Provider and/or Sub-Provider shall submit a list of all employees working under this Agreement to the Department in writing. The Department will review and agree to the employment of the provider's staff and sub-providers, in writing. Upon request, the Provider and/or Sub-Provider shall submit any information necessary to determine whether approval will, at the discretion of the Department, be granted. Any changes to staff and sub-providers shall be agreed in writing, by the Department.

The Provider and/or Sub-Provider shall notify each of its employees as well as employees of any subcontractors, who provide services to any person committed to the custody of the Director of Public Safety for imprisonment pursuant to chapter 706, including a probationer serving a term of imprisonment pursuant to section 706-624(2)(a) and a misdemeanor or petty misdemeanor sentenced pursuant to section 706-663, of the Hawaii Revised Statute, Section 707-731, Sexual assault in the second degree and Section 707-732, Sexual assault in the third degree. In addition the Service Provider and any subcontractor shall maintain a copy of the aforementioned statutes and shall maintain in each of the aforementioned employees and employees of any subcontractors' file written documentation that the employee has received notice of the statutes.

Quality Assurance and Service Evaluation

The Substance Abuse Program Manager shall monitor the Provider's staff compliance and evaluate services performed. During the monitoring visits, the Provider shall make available to the Department for review, project files, fiscal records, curriculum, treatment plans, data collection results, etc. Unacceptable professional practice or deviations from the curriculum shall be evaluated by the Program Manager who may at any time recommend suspension of the services under the provisions of this agreement. Prior to suspension of the agreement by the Department, however, the Provider shall be allowed to make every effort to correct any perceived unprofessional conduct by its staff and given reasonable time to do so. The Department shall determine reasonable time, but thirty (30) days is typical.

SCOPE OF SERVICES**Outcomes and Performance Measures**

Provider shall submit the following data to the Substance Abuse Program Manager on a monthly basis and at the end of the contract year:

1. Total number of offenders referred for treatment.
2. Number of offenders accepted into treatment.
3. Number of offenders who were terminated from treatment.
4. Number of offenders returned to general population as a result of a misconduct violation (positive urinalysis, escape etc.)
5. Number of offenders returned to general population as a result of a criminal offense.
6. Number of offenders who were terminated from treatment as a result on non-compliance with the treatment plans.
7. Number of offenders who completed treatment and placed on extended furlough.
8. Number of offenders who completed treatment and paroled.

Outcome evaluation of the offenders that received treatment services to be provided to the Substance Abuse Program Manager:

1. Percent of participants who have completed all requirements and expectations set forth in their individualized treatment plans.
2. Percent of participants who remain substance free during their entire length of participation in the program.
3. Percent of offenders who remained arrest free during their participation in the program.
4. Percent of participants who successfully completed the program and are paroled or released.
5. Percent of participants who remained with their families during their participation in the program.

Reporting Requirements for Program and Fiscal Data**Program Information**

As ruled by the Office of Information Practices, the Department may withhold from inspection by the offender or the offender's attorney all confidential progress reports, assessment reports and counseling recommendations provided by the Provider, unless instructed otherwise by the Department of the Attorney General. Hawaii Revised Statutes, Chapter 92, Section F-22 (1)(B) prohibits the release or confidential records submitted to criminal justice agencies.

SCOPE OF SERVICES

Whenever the Provider is requested by the offender, offender's family, or offender's attorney to provide assessment reports or treatment reports, the Provider shall inform the requesting party that such reports are the property of the Department and all requests should be directed to the Department Contact Person. The Provider shall notify the facility staff that such a request was made. The Provider shall not release any reports directly to the offender or to any party representing the offender.

Whenever the Provider is requested by agents from another criminal justice or law enforcement agency (e.g., Adult Probation, Child Protective Services, etc.) to provide assessment reports or treatment progress reports to the agency, the Provider shall not release such reports directly to the requesting agency but shall inform the agency to direct their request to the Department's Correction Program Services Division Administrator (CPSA).

Whenever the Provider is contacted by agents from another criminal justice or law enforcement agency and asked to supply unofficial verbal comments about any offender under the Provider's care, the Provider shall refer the inquiry to the facility staff.

The Provider shall be candid in notifying the Substance Abuse Program Manager in writing: (a) of additional treatment recommendations needed by each offender; and/or (b) of concerns paramount to the preservation of community safety.

The Provider will assist and provide, when appropriate, input into the development of a correctional program and individual furlough or release agreement for each selected resident within the Department. The Department shall make available for the Provider's review the following:

- a. Institutional File
- b. Facility's Work File
- c. Offender's Treatment File

The Provider will assist the resident in fulfilling and complying with all provisions of said furlough or release agreement with the Department. The Provider will report any violation of the individual furlough or release agreement by a resident to the Department in accordance with separately agreed upon procedures.

The Provider will be required to submit monthly, or as requested, progress reports on individual offenders in the program. The report will include information on the offender's progress in treatment; treatment plans with measurable goals, significant changes, and participation/non-participation.

SCOPE OF SERVICES

The Provider shall provide all forms on which the information must be submitted. The Department shall agree to the content and format of all forms submitted by the Provider.

Fiscal Information:

Program reports filed separately from billings and marked "Confidential" and forwarded to the Substance Abuse Services Branch.

Monthly reports to the Department detailing its expenditures, operational activities, progress and problems. Attached to each reports shall be an Attendance Sheet that will include:

- The date and time of each treatment service, whether completed or interrupted.
- A roster of clients who attended each session.
- For absent resident, whether they were excused or unexcused.
- A signed copy of the Attendance Sheet by provider as to accuracy and authenticity.

Monthly activity reports, in a format to be approved by the Department, no later than the 10th of each month.

Quarterly line item expenditure reports, in a format to be approved by the Department, no later than 30 days after the close of each fiscal quarter.

LIST OF EXHIBITS

**EXHIBIT A: Handbook for Contract Employees
(for informational purposes only)**

A HANDBOOK FOR CONTRACT EMPLOYEES

State Of Hawaii
Department Of Public Safety
Corrections Program Services
919 Ala Moana Blvd., Suit 405
Honolulu, Hawaii 96814
587-1266

Rev:06/04

SPO-H (Rev. 1/06)

INTRODUCTION

When inmates come into the program, they remain inmates. They are furloughed from the prison and the program is their housing assignment. They continue to be under the custody of the Director Of Public Safety. Part of the terms and conditions of the contract with The Department Of Public Safety is that the provider/contractor and their employees will comply with all laws, Department Policy and Procedures, and the American Correctional Association Standards. As a result, there are some differences and additional requirements.

PITFALLS OF WORKING WITH INMATES

OVER IDENTIFYING: One of the biggest mistakes that staff can make is over identifying with an inmate. Staff who are recovering from addictions often view the inmate as being sick. Frequently they see themselves as being no different from inmates and state "There but for the Grace of God Go I". Many staff get into the helping fields for the right reasons. However, they believe that in order to be effective they need to share their "testimony" or "Experience strength and hope with each other that we may solve our common problem". They believe that somehow they must establish common ground. The error of this thinking is self evident. Being professional does not mean trying to convert someone to your way of thinking. Neither does it mean or imply that it is part of the staff person's recovery to be working in the field. It is highly recommended that all recovering staff have outside support systems and not use their job to get their recovery needs met.

Inmates like to point out that staff are no different from them. They often state that staff just didn't get caught. They also like to state that they did it only to support a drug habit. As a general rule, this is completely false. Most inmates commit numerous crimes. The truth is that most criminals have a lifestyle of lying and blaming others, and staff don't. Criminal thinking is often an additional problem to addiction. By every means possible, they avoid accepting personal responsibility. As a result many simply do not have any guilt or remorse. They may pretend that they do and even cry. Tears can and are frequently used as a form of manipulation. Although substance abusers and addicts do this, it is not done the same way that criminals do.

TRASH TALKING: Another major area is "trash talking", "street talk", "jiving", etc. This type of communication only serves to establish a personal as opposed to a professional relationship. When staff engage in this behavior, inmates usually act friendly. However, they often consider this as a form of disrespect.

TAKING SIDES: Another extremely destructive game is when staff to take sides against the institution or other staff on behalf of the inmate. Sometimes staff will share their problems and disagreements with the program or other staff to inmates. Staff who engage in these behaviors lose objectivity. Even inmates who are motivated can feel trapped. This is counter therapeutic and causes havoc. It is so destructive that it can and does shut down all benefits. Being professional means putting our personal feelings aside.

WATCH WHAT YOU SAY: Staff frequently joke around and make off the wall comments. Sometimes they will engage in conversations when inmates are around. Staff need to be vigilant at all times. Inmates do try to listen in on our conversations. They can and do use information for all kinds of things including attempting to set up staff.

CODE OF ETHICS FOR CONTRACTORS

As a Contract Employee, I realize I am subject to a code of ethics similar to that of professionals in the field in which I am performing services for. Further, I understand I assume certain responsibilities and am expected to be accountable for my conduct.

1. I will maintain the professional and personal dignity and integrity in public, as I represent the Department of Public Safety as a contract staff member.
2. I agree to follow all rules and regulations as set by the Department of Public Safety.
3. I will maintain the highest level of confidentiality in public, in reference to security procedures and personal information about the offender(s) that is entrusted upon me.
4. I promise to bring to my place of service an attitude of open-mindedness and willingness to teach and be taught.
5. I realize that I have assets that my co-workers may not have and I should utilize these assets to enrich the project that we are working together on.
6. I understand that I may lack the assets that my co-workers possess, however, I will not let this affect my self-esteem. Instead, I will be open to learning this skill to further develop myself, as well as the team.
7. I realize that I must fulfill my promise, and therefore, I will read carefully the agreement that I make with my supervisor to ensure clarity to avoid misinterpretations.

I understand that I have been accepted by the Department of Public Safety as a "CONTRACT EMPLOYEE" and that I am expected to abide by professional and ethical standards expected of employees. Further, I believe I have an obligation to my work, those who direct and guide it, to my colleagues, and for those whom I provide the service to.

1. Only persons registered with the Department of Public Safety may provide services for inmates.
2. Each contract staff must have their current address, phone number, and emergency information on file at the Department.
3. **Inmates may not be photographed without permission from the Department.**
4. Staff may not release any information and must withhold from inspection all confidential files and information to the inmate, their family and/or attorney, and outside law enforcement or social agencies. All requests for such information should be directed to the referring facility warden or the Department.
5. No firearms, gun powder, ammunition, explosive devices, spears, swords, or any weapon may be brought onto or kept on the premises at any time. In addition, inmates should never be given access to these.
6. Staff should never wear clothing that exposes cleavage, is too tight, exposes skin, is see through, etc. Anything that is sexually suggestive is unprofessional and inappropriate.
7. Staff should never wear excessive or expensive jewelry, stick pins or combs in their hair, suggestive perfumes, etc.
8. According to the law, any sexual contact with an inmate by staff is considered felony sexual assault. Sexual contact with inmates is strictly prohibited.
9. All staff who work with inmates are required to have current 1st Aid, CPR, Suicide Prevention and Crisis Management, and Sexual Harassment Training.
10. The use of "physical force is restricted to instances of self-protection, protection of the offender or others, prevention of property damage, and in accordance with appropriate statutory authority. In no event is physical force justifiable as punishment. A written report is prepared following all uses of force and is submitted to the facility administrator" and Department. The Watch Commander of the referring facility and HPD shall be notified immediately by telephone.
11. Failure to follow any of the rules set by the Department and the facilities/branch that you serve may result in loss of approval to work with inmates.

**THE
KEYS
TO
YOUR
SURVIVAL**



Staff must immediately notify the Warden, watch commander, or designated staff immediately anytime:

1. Emergency assistance (911) is requested for an inmate or as the result of an inmate's action.
2. An inmate requests to file a report or complaint with HPD, FBI, CPS, or any law enforcement agency.
3. An inmate is threatened or harmed in any way.
4. An inmate violates any law or moderate category misconduct and above. (See pages 20–21 concerning misconducts)
5. An inmate tests positive for any illicit drug, appears to be intoxicated or under the influence of any mind/mood altering substance, or fails to submit an adequate urine sample within 2 hours.
6. An inmate is AWOL, absent with out leave or permission, or whose whereabouts are unknown for more than 30 minutes.
7. An inmate dies.
12. An inmate reports an incident that is a crime or that a report is received concerning an inmate that is a crime.
13. You may not give out any information to attorneys or agents from another criminal justice or law enforcement agency. This includes unofficial or verbal comments about an inmate. *(NOTE: You may not give out any information to anyone outside of or not specifically authorized by Public Safety, including family or the inmates attorney. All requests should be referred to the Department.)*
14. An inmate verbalizes or staff suspect any threats of violence, harm, suicide threats, escape plans or intentions.
15. An inmate reports an incident of sexual assault or harassment by staff, inmates, residents, or anyone else.
16. An inmate has contact with, is questioned or detained by HPD, FBI, or any law enforcement agency.
17. An inmate sustains any injury, including minor, appears or reports he/she is sick. (The designated staff is the nursing supervisor unless not available).
18. An inmate who is a family member or close personal friend of staff is admitted into the program.

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COMMUNICABLE DISEASES

Prisons are enclosed environments and inmates live in very confined places. When an inmate gets a cold, flu, or infection, so do many others. Many inmates have and/or are presently abusing drugs, engaging in unsafe sex, etc. As such, you will come into more contact with them who have an active contagious infection of some sort. Most estimates range well over 50%! Therefore, you may be at higher risk of being infected with some diseases, especially when working with inmates. There are too many different diseases to name. However, these include the "common cold", flu, tuberculosis, hepatitis, lice, scabies, etc.

It is entirely possible for you to "catch" something and infect others, especially your family, before you even know it! It is essential you be aware of this and take precautions to decrease your risk.

NEVER:

- a. Under any circumstances, hug an inmate.
- b. Allow others into your personal space (3 ft)
- c. Touch or allow inmates to touch you.

ALWAYS:

- a. Wash your hands frequently and wash them well.
- b. Wash your hands after every inmate contact and prior to leaving the facility.
- c. Avoid all contact with bodily fluids unless you are specifically trained and designated to take care of these kinds of incidents.
- d. Immediately report all incidents of coughing fits, coughing up blood, etc.

In addition, it is highly recommended you be tested for TB annually.